


**ace group**

**ACE Group**  
 ACE American Insurance Company  
 436 Walnut Street  
 Philadelphia, PA 19106-3703  
 (a stock insurance company)

# Excess Commercial General Liability Policy Declarations

**POLICY IDENTIFICATION**

XSL

G27328581

**NAMED INSURED**

Allegis Group Inc

 7301 Parkway Drive  
 Hanover MD 21076

**PRODUCER**
**CODE:** 279712

ALTUS PARTNERS INC

 919 CONESTOGA ROAD  
 BUILDING 3 SUITE 111  
 ROSEMONT PA 19010

POLICY IS: RENEWAL OF XSL G27015074

NAMED INSURED IS: Corporation other \_

BUSINESS OF INSURED: Temporary Staffing

POLICY PERIOD: FROM 11/30/2013 TO 11/30/2014

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**PREMIUM COMPUTATION AND PAYMENT CONDITIONS**

 AUDIT PERIOD: Annual, unless otherwise stated: ☐ Semi-Annual ☐ Quarterly ☐

TOTAL ADVANCE PREMIUM (including surcharges):

Refer to Surcharge Schedule for surcharge amounts.

COUNTERSIGNED: \_\_\_\_\_

 BY: \_\_\_\_\_  
 (Authorized Representative)

**DECLARATIONS – EXCESS GENERAL LIABILITY POLICY – Page 2**

XSL G27328581

**POLICY IDENTIFICATION****LIMITS OF INSURANCE**

In return for the payment of premium indicated on Page 1 of the Declarations, we agree with you to provide insurance at the limits shown, subject to all of the terms and conditions of this policy.

GENERAL AGGREGATE LIMIT	\$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 1,000,000

**RETAINED LIMIT**

EACH OCCURRENCE	\$ 1,000,000
PERSONAL AND ADVERTISING INJURY	\$ 1,000,000

**FORMS AND ENDORSEMENTS**

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION:

**SCHEDULE OF NOTICES**

Form No.	Description
ALL23445b0713	Policyholder Notice Commercial Lines Deregulation New York
ALL208871006	ACE Producer Compensation Practices & Policies
ALL4X070796	An Important Notice To Our Alaska Policyholders
ALL2Y31b1109	Arkansas Notice To Policyholders
ALL223680607	Colorado Fraud Statement
ILN1751111	Illinois Notice To Policyholders Regarding The Religious Freedom Protection And Civil Union Act
ALL301520710	Important Information To Idaho Policyholders Regarding Your Insurance
ALL7X47a0206	Important Information To Virginia Policyholders Regarding Your Insurance
ALL2Y81	Indiana Notice To Policyholders
ALL4Y30e0713	Information And Complaints
ALL2U78b0206	Notice To All Oklahoma Policyholders
ALL398220413	Notice To Our Florida Property And Casualty Policyholders Guidelines For Loss Control Plans
ALL5S540792	Notice To Pennsylvania Property And Casualty Insurance Policyholders
ALL5W060795	Policyholder Notice - Ohio
ALL18653c0512	Questions About Your Insurance?
ALL5X451196	Questions About Your Insurance?

2. The General Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" in excess of the "retained limit" for:
  - a. Damages under Coverage A, except damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
  - b. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay for the "ultimate net loss" in excess of the "retained limit" under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the "ultimate net loss" in excess of the "retained limit" for damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay under Coverage A for the "ultimate net loss" in excess of the "retained limit" for damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A for the "ultimate net loss" in excess of the "retained limit" for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. If the policy aggregate limits, as set forth in 2. and 3. above, are paid prior to this policy's termination date, this policy's premium is fully earned.
8. You agree to assume payment of the "retained limit" before the Limits of Insurance become applicable.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

##### **2. Duties in the Event of Occurrence, Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim.
- b. You must notify us as soon as practicable in writing of any "occurrence" or offense which may result in a claim or claims involving damages which, in the event that you are held liable, are likely to exceed 50% of the "retained limit". Failure to give notice of any "occurrence" which at the time of its happening did not appear to exceed 50% of the "retained limit" but which, at a later date would appear to give rise to a claim under this insurance, shall not prejudice such claim.
- c. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and any witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

d. If a claim is made or a "suit" is brought against any insured you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

e. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal documents received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or any defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

f. You shall make a good faith evaluation of any claim for settlement purposes.

### 3. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other insurance is available to the insured for a loss we cover under this policy, this insurance is excess over that other insurance, unless that insurance is written specifically to apply in excess of the Limits of Insurance shown in the Declarations.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance;
- b. The total of all deductible and self-insured amounts under all that other insurance; and
- c. The "retained limit" shown in the Declarations of this policy.

Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

### 5. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

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3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
8. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement; or
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**22. "Your product":**

**a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

**c. Does not include vending machines or other property rented to or located for the use of others but not sold.**

**23. "Your work" means:**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

Named Insured Allegis Group Inc			Endorsement Number 5
Policy Symbol XSL	Policy Number G27328581	Policy Period 11/30/2013 to 11/30/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY****SCHEDULE**

**Name of Person or Organization:** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Authorized Representative

**ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT**

Named Insured Allegis Group Inc			Endorsement Number 10
Policy Symbol XSL	Policy Number G27328581	Policy Period 11/30/2013 to 11/30/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies all insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

The following is added to Section II.2 – Who Is An Insured:

- e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:
- 1) Is in effect during this policy period; and
  - 2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
  - 3) Qualifies as an "insured contract" as defined in this policy.

Such person or organization is an additional insured only for:

- 4) Coverage under Section I - Coverages, Coverage A. Bodily Injury and Property Damage Liability; and
- 5) Liability arising out of "your work" or "your product" for that additional insured; and
- 6) For the period of time required by the written contract and in no event beyond the expiration of this policy.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

- 7) The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
- 8) This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

\_\_\_\_\_  
Authorized Agent